

COLLECTIVE BARGAINING AGREEMENT

Between the

BOARD OF SCHOOL DIRECTORS
of Bridgewater, Vermont

and the

BRIDGEWATER Village Education Association,
VT-NEA, NEA

2003-2006

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BRIDGEWATER SCHOOL DISTRICT TEACHERS' AGREEMENT

PREAMBLE

This is made and entered into in order to effectuate the provisions of Title 16, Chapter 57, of the Vermont Statutes Annotated, to encourage and increase effective and harmonious working relationships between the Bridgewater School Board, hereafter called the "Board" and its professional employees represented by the Bridgewater Village Education Association, VT-NEA, NEA hereinafter called the "Association", and to enable the professional employees to more fully participate in and contribute to the development of policies dealing with salaries, economic conditions of employment, procedures for processing complaints and grievances, and any mutually agreed upon matters not in conflict with the statutes and laws of the State of Vermont, and to further the cause of education in the Bridgewater School District.

This Agreement is made and entered into this 29th day of October, 2003 by and between the Board and the Association. Copies of this Agreement will be printed at Board expense and a copy given to each teacher.

ARTICLE I--RECOGNITION

The Board recognizes the Association for the purposes of negotiations, pursuant to Title 16, Chapter 57, Vermont Statutes Annotated, as the exclusive representative of the professional employees of the Bridgewater School District.

Unless otherwise indicated, the employees in the above unit will hereinafter be referred to as "teacher." References to male teachers will include female teachers.

ARTICLE II--NEGOTIATIONS

Subject to conditions of the law, but not later than November 1st of the calendar year in which the Agreement becomes effective, the Board agrees to enter into negotiations with the Association, in order to arrive at a successor contract. All negotiations shall be conducted in accordance with, and pursuant to Title 16, Chapter 57, Vermont Statutes Annotated. During the negotiations the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. The Board shall make available to the Association for inspection all public records, data, and information. The Superintendent, on behalf of the Board, shall be provided by teachers with official transcripts, grades and other pertinent data as he shall require. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations. The Board agrees not to negotiate with any teachers' organization other than the Association identified in this contract during the duration of the Association's legal certification.

If, after all matters properly before them have been negotiated, the parties are unable to reach agreement upon specific terms, resolution of the impasse shall proceed in accordance with, and pursuant to Title 16, Chapter 57, Vermont Statutes Annotated.

Article III--GRIEVANCE PROCEDURE

DEFINITIONS-- A grievance shall be construed for the purpose of this Agreement to be a claim based upon an event or condition which adversely affects the welfare and/or the terms and conditions of employment of a teacher, a group of teachers or the Association, and/or the interpretation, meaning, or application of any provision of this contract. Under no circumstances shall any matter which is not a part of this contract be a valid cause of grievance. A grievant is the person or persons making the claim.

TIME LIMITS-- All time limits contained in this grievance procedure shall consist of teacher employment days (meaning student attendance days). When a grievance is submitted on or after June 1st, time shall consist of all weekdays (meaning Monday through Friday, except legal holidays as defined by I.V.S.A., Chapter 7). The time limits specified herein may be modified by mutual agreement. If time limits are not complied with the grievance shall be nullified. For the grievance to be properly filed at Step One, it must be submitted within twenty (20) working days of the time the grievant had knowledge of the occurrence or reoccurrence of the action or situation that is the basis for the grievance.

RIGHT TO REPRESENTATION-- The grievant shall at all steps in the formal grievance procedure herein provided for, be entitled to be represented by a representative of the Association or by such other representative as he may choose, except that at no time shall the grievant be represented by an administrative official of the school district

INFORMAL DISCUSSION-- Nothing contained within this grievance procedure shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his supervisor before filing the matter as a formal grievance, and having the dispute adjusted without intervention of the Association, provided that such adjustment is not inconsistent with the terms of this contract. Should such informal process fail to resolve the grievance, then a formal filing of the grievance shall be made in accordance with the following procedure:

Step 1 -- The grievance shall forward to the Principal and to the Association a written copy of the grievance setting forth the specific problem being grieved, the date of its occurrence and stating the redress sought. The Principal will arrange for a meeting to take place not more than five (5) days after receipt of the grievance. The Principal shall, within five (5) days of such meeting, write a decision, copies of which shall be given to the grievant and to the Association.

Step 2 -- If the grievance is not resolved at Step 1, the grievant shall forward a written copy of the grievance to the Superintendent of Schools, indicating the nature of the grievance and stating the redress sought. The Superintendent shall arrange for a meeting with the grievant and/or his representative(s) to take place within five (5) days of his receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. The Superintendent shall, within five (5) days of this hearing, give his written decision, copies of which shall be given to the grievant and the Association. Such written answer shall include the reason(s) upon which the decision is based.

Step 3 -- If the grievance is not resolved at Step 2, the grievant shall within five (5) days of receiving the Superintendent's decision, forward the grievance in writing to the Chairperson of

the Board setting forth the reason(s) for the dissatisfaction with the decision of the Superintendent and stating the redress sought. The Chairperson of the Board shall arrange for a meeting with the grievant and/or his representative(s) to take place within fifteen (15) days of his receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. The Chairperson of the Board shall, within five (5) days of this hearing, give the Board's written decision, copies of which shall be given to the grievant and the Association. Such written answer shall include the reason(s) upon which the decision was based.

Step 4 -- If the grievance is not resolved at Step 3, the grievant may within twenty (20) days of receiving the Board's decision, demand binding arbitration. Such demand shall be in writing, and shall be delivered by certified mail to the Superintendent of Schools. The arbitrator shall be determined by mutual agreement between the Board, or its designated representative, and the Association or its designated representative. Should the parties be unable to agree upon an arbitrator within ten (10) days after the date of request, such grievance may be referred to the American Arbitration Association (AAA) under its voluntary labor arbitration rules. If any question arises as to the arbitrability of the grievance, such question will be decided first by the arbitrator selected to hear the dispute. Decision of the arbitrator shall be final and not subject to appeal.

Each party shall bear the full cost of its representation in the arbitration. The cost of the arbitrator and the AAA will be divided equally between the parties. Should either party request a transcript of the proceedings, then that party will bear the full costs for that transcript. Should both parties order a transcript then the cost of the two transcripts will be divided equally between the parties.

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level and no teacher will be required to discuss any grievance if the Association's representative is not present.

No reprisals of any kind will be taken by the Board or the School Administration against any teacher because of his participation in this grievance procedure.

No grievance shall be initiated or processed during classroom teaching hours.

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

A grievance may be withdrawn at any level without establishing precedent.

Failure of the appropriate administrative body to render a decision within the specified time shall permit the grievance to proceed to the next step.

The aggrieved, the Superintendent, and/or the Board may waive, by mutual agreement, any steps or time periods of the grievance procedure, provided that such mutual waiver has been reduced to writing.

Article IV - RIGHTS OF THE ASSOCIATION

4.1 The School Board shall permit teachers and their organization access at reasonable times to areas in which the teachers work, and to use bulletin boards, mail boxes, or other communication media subject to reasonable regulation by the School Board, and to use school facilities at reasonable times for the purpose of meetings concerned with the exercise guaranteed by Title 16, Chapter 57, Section 2002.

Article V - TEACHER RIGHTS

5.1 Teachers shall have the right to or not to join, assist, or participate in any teachers' organization of their choosing. There will be no reprisals of any kind taken against any teacher by reasons of his membership in the Association or participation in any of its activities.

5.2 The Board and the Association agree that there will be no discrimination in the hiring, assignment, promotion, or discipline of teachers or in application or administration of this agreement or any other rule, regulation, or policy relating to the terms and conditions of teacher employment on the basis of race, creed, color, religion, national origin, sex, age, domicile, or marital status.

5.3 Any complaint(s) regarding a teacher made to any member of the administration by any parent, student, or other person(s) shall be promptly investigated by the administration. If the administration judges the complaint(s) to have merit and related to the teacher's duties, the administration shall promptly notify the teacher in writing.

The specific nature and the source of the complaint shall be given to the teacher prior to disciplinary action involving the teacher. Such notice is provided to give the teacher an opportunity to respond to and/or rebut such complaint(s).

5.4 No teacher will be disciplined, reprimanded, reduced in compensation, suspended, transferred, have his contract non-renewed, without just cause. In no case will this be done publicly unless so requested by the teacher. Any suspension of a teacher pending final board action will be with pay and in accordance with V.S.A., Title 16.

5.5 Whenever any teacher is required to appear before the Superintendent, the board, or any committee or member thereof with respect to a formal written charge concerning his competency or his position of employment, he shall be entitled to have legal counsel and/or a representative of the Association present to advise and represent him during such appearance.

5.6 Upon authorization, the Board agrees to deduct from the salaries of teachers and transmit monies to life insurance plans or a credit union.

6.1 All monitoring or observation of the work performance of a teacher will be conducted openly.

6.2 Teachers will be given a copy of any class visit or evaluation report prepared by their superiors and will, at the request of either party, hold a conference to discuss said report. In no event shall the teacher fail to receive the report later than one (1) day before said conference. No such report will be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher if requested. No teacher will be required to sign a blank or incomplete evaluation form. All evaluations will be signed by the teacher and returned to the Principal's office to be filed. Such signature shall not be construed to indicate either agreement or disagreement with the contents of the evaluation report. The teacher, if so desired, shall write a response to the evaluation and attach it prior to submission to the Superintendent.

The evaluations will be performed between November and March of said contract year.

6.3 Teachers will have the right, upon request, to review the contents of their personal file and to receive a copy of any documents contained therein. A teacher will be entitled to have a representative of the Association accompany him during such review. A teacher will have the right to indicate those documents and/or materials in his file which he believes to be obsolete or otherwise inappropriate. Said documents will be reviewed by the Superintendent and the Principal, and if agreed, the documents will be destroyed.

6.4 No material derogatory to a teacher's conduct, services, character or personality will be placed in their personal file unless the teacher has had an opportunity to review the materials. The teacher will acknowledge that he has had an opportunity to review the materials. The teacher will acknowledge that he has had an opportunity to review the materials. The teacher will acknowledge that he has had an opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such materials, and his answer will be attached to the file copy.

6.5 The foregoing shall in no way limit the authority of the Superintendent of Schools, to recommend to the Board dismissal of a teacher under Vermont State Law, nor shall it limit the authority of the Board, under Vermont State Law, to dismiss teachers.

Article VII- TEACHING HOURS AND TEACHING LOAD

7.1 The normal workday for teachers shall begin no sooner than thirty (30) minutes prior to the beginning of the student day and shall end no later than thirty (30) minutes following the end of the student day. The teaching staff is expected to remain on the school grounds from the beginning of the school day to the end of the school day. A teacher is allowed a 45 minute period of free time for lunch during the lunch time of his/her class. The teachers are expected to be available to respond to emergencies during that time, and to cover if the Principal needs help. The Principal may release the teacher at his/her discretion.

7.2 In regard to delayed opening and/or early dismissal days, the workday of teachers will begin fifteen (15) minutes before the scheduled student starting time on said day, and will end fifteen (15) minutes after the scheduled student dismissal time on said day.

7.3 The work year for teachers shall be as follows:

- A. Such statutory period as may be determined by the Legislature, the Commissioner of Education, or any person or persons authorized by law to so determine.
- B. Seven (7) days in addition to the statutory school year, to be used as follows: three (3) days for district in-service days; one (1) day for NEA Conference Day in October; one (1) day for Parent Teacher Conference Day, or at the discretion of the Principal and two (2) days to be either teaching or in-service at the discretion of the Board.

Article VIII- TEACHER LEAVE

8.1 Sick Leave

- A. A teacher under contract will be entitled to twelve (12) sick leave days with full pay during each school year. Sick leave may be accumulated from year to year up to one hundred twenty (120) days.
- B. The work days shall mean teacher employment days.
- C. Annual sick leave entitlement will be determined as of the first teacher employment day of the school year whether or not the teacher reports for duty on that day.
- D. The Board may allow sick leave beyond the above limitation.
- E. The use of sick leave shall only be for bona fide illness. Any use of sick leave in excess of five (5) consecutive days will require certification by a physician. However, it shall be the right of the Principal to require medical verification at Board expense of illnesses in any instance in which he has reason to believe that the use of sick leave has not been for a bona fide illness.
- F. Notice of a planned operation or known physical disability or pregnancy shall be given to the Principal as early as possible, along with the estimated time of absence from duties. It shall be the right of the Principal to require periodic medical certification, in writing, from his/her physician attesting to these facts.

A teacher who is pregnant shall be allowed to continue in her regular employment as long as she is medically capable of performing her full and regular duties. It shall be the right of the Principal to require periodic medical certification, in writing, from her physician attesting to this fact. At such time as the teacher is certified by her physician as

no longer able to continue working at her usual and customary duties, she shall be entitled to go on sick leave, and such absence shall be treated as any other disability under the sick leave provision of this Agreement.

- G. Teachers who have reached age 60 with twenty-five (25) years of experience in the Bridgewater Village School shall be paid upon retirement for one fourth (1/4) of their unused accumulated sick leave up to 120 days ($120 \times 25\% = 30$ days) at the per diem rate at the time of retirement.

8.2 Personal Leave

- A. The Board will grant personal leave to teachers up to three (3) days in any one school year for the purpose of conducting important affairs which cannot be accomplished during regular off-duty hours. [Personal leave shall exclude such things as pleasure trips, accompanying spouse on spouse's business affairs and social affairs and pursuit of hobbies not related to teaching – assignments.] Personal leave may be used only for important personal business which cannot otherwise be scheduled during non-working time.
- B. Three (3) additional days of personal leave with full pay will be allowed for observance of religious holidays, where such observance prevents the teacher from working on said days.
- C. Request for personal leave shall be made to the Principal at least five (5) days in advance, except in cases of extreme emergency.
- D. Teachers must be present the day before and the day after normally scheduled school vacation in order to receive payment for those additional days.

8.3 Bereavement Leave

- A. Teachers shall be allowed up to five (5) days bereavement leave, for members of the immediate family and permanent members of the household. Immediate family shall mean mother, father, grandparent, sister, brother, spouse, and children of employee, and the same relatives of employee's spouse. Additional time, if needed, may be granted for travel or other unusual circumstances.
- B. Bereavement leave shall not be counted as sick leave and shall be with full pay.
- C. Notice of use of bereavement leave shall be made to the Principal.

8.4 Extended Leave.

- A. The Board agrees that one teacher per year may upon request, be granted a leave of absence without pay for up to one (1) school year or up to a twelve (12) month period pursuant to Section 8.5, herein below.
- B. The teacher must have completed an aggregate of at least two (2) full school years of credited service in the Bridgewater School System in order to be eligible for a leave of absence as outlined in 8.4 and 8.5 herein below.
- C. Requests for a leave of absence for one school year must be received by the Principal in writing in such form as he may require not later than November 1st and action must be taken on all such requests not later than February 1st of the school year for which the leave is requested. Intent not to return must be received by April 12th of the year of leave.
- D. Upon return from leave as outlined in 8.4 and 8.5 herein below the teacher will be guaranteed a teaching position.
- E. Extended leaves and/or parental leave (8.5, herein below) may be granted so that only one (1) teacher is on leave at any given time and such action shall be in accordance with the leaves herein below.
- F. Teachers on leave pursuant to 8.4 and 8.5 herein below shall be entitled to participate in insurance programs at no cost to the District and in accordance with the regulation of the carrier. Previous procedures and arrangements used to allow participation shall continue.
- G. A teacher shall not be credited with an additional year of experience for any year during which he or she missed more than one half of the teaching days that school year when granted a leave pursuant to 8.4 or 8.5 herein below.

8.5 Family Leave

A family leave of absence will be granted to a male or female teacher for the purpose of childbearing or for child-adopting and/or child rearing of an infant child (less than one year of age) pursuant to the following provisions:

- A. All such leave requests must be in writing and made as early as possible prior to scheduled leave commencement, except in cases of emergency or in case of an adoption where such notice may not reasonably be made, in which case as much notice as is reasonably possible shall be given to the Board. The written request or notice shall specify the leave period.
- B. A request for leave shall be accompanied by a physician's statement certifying pregnancy, a copy of the birth certificate of the child born, or a letter from the applicable court or agency indicating the pending adoption.

- C. Where adoption of a child older than one year is conditioned by the applicable court or agency upon the teacher's taking a leave, parental leave for the required duration, up to one year, will be granted pursuant to this section (8.5).
- D. All such leaves shall be without pay and benefits (see 8.4 F herein above) (Teachers may elect to pay their own benefit package.)
- E. This leave shall be for no longer than twelve (12) months.
- F. A teacher may be granted 6 days of their accrued sick leave to care for an immediate family member's illness or disability. (Wife, husband, child.)

8.6 Professional Leave

Professional leave may be granted upon notice to and approval by the Principal. Intent not to return must be received by April 12th of the year of leave.

8.7 Sabbatical Leave (Language taken in whole from WUHS)

The Board extends to all professional employees with seven (7) or more years of continuous service in the Bridgewater School District, the opportunity to apply for sabbatical leave. Such leave may be granted by the Board with the approval of the Superintendent of Schools, for study at recognized and accredited graduate schools, or for an educational alternative found acceptable by the screening committee.

- A. Sabbatical leave may be granted for either a half school year or a full school year. Either will be considered a sabbatical leave.
- B. While on full year sabbatical leave, the Board will pay one half (1/2) of the regular salary that a teacher would have received as a full-time employee for that year, and while on a one-half (1/2) year sabbatical leave, the Board will pay one hundred percent (100%) of the regular salary that a teacher would have received for that one-half (1/2) year.
- C. In addition, the Board will continue to provide health benefit contributions for employees on sabbatical leave.
- D. Applications for sabbatical leaves will be submitted to the Superintendent of Schools by December first (1st) of the school year preceding the leave and acted upon before contracts are renewed for that year.
- E. No more than one (1) member of the staff may be on sabbatical leave in any one (1) year.
- F. Employees granted such a leave must return to the school as an employee for one (1) year following such a leave or return all salary and benefit payments granted during the leave.

- G. Teachers on sabbatical leave will be guaranteed a same/similar teaching position upon return, subject to the provisions of Article XVI of this Agreement.
- H. A summary of work completed during sabbatical leave shall be submitted to the Principal and Superintendent of Schools and will become part of the employee's record.
- I. A screening committee composed of the Superintendent of Schools, a representative of the Board and two (2) members elected from the Association shall screen all applicants. Final approval of all leaves will rest with the Board.

Article IX – PROFESSIONAL DEVELOPMENT AND EDUCATION

9.1 The Board will pay one hundred percent (100%) per credit for any accredited graduate level course, which is taken by full time teacher of the Bridgewater School District, up to the following amounts:

2003-2004	\$1,500
2004-2005	\$1,750
2005-2006	\$2,000

- A. Such course shall be in the area of teaching specialty or teaching assignment which the teacher is either presently in or is to be assigned to, on the following year.
- B. Such courses must have prior approval from the Principal and Superintendent for financial reimbursement, or is being taken at the specific direction of the Principal or Superintendent of Schools.
- C. Principal will submit a purchase order along with proof of registration and pre-payment of course registration cost to the Windsor Central Supervisory Union business office for reimbursement to the individual.
- D. Such courses shall be taken for graduate credit and the individual shall submit proof of Grade "B" or better upon completing the course or reimbursement of the course will be deducted from the next payroll check.
- E. Other courses or workshops may be approved under this article if determined by the Principal and the Board to be essential to professional growth or improved instruction. The District shall pay the tuition for such courses and workshops. Such payment shall be separate and in addition to reimbursement for credits as herein otherwise specified. (9.1 A, B, C, D, F).
- F. For budgetary purposes only, teachers planning to apply for course reimbursement shall notify the Principal in writing by December 1 ~ for the course(s) to be taken in the next fiscal year. A form will be provided by the Superintendent's office.
- G. Professional leave is limited to three (3) days per year.

ARTICLE X - INSURANCE

10.1 The Board shall pay the full amount of a single, two-person, or family insurance coverage selected by the Teacher in the VEHI Dual Option Plan offered by the Vermont School Boards Insurance Trust. In the event the Teacher decides to continue in the Vermont School Board Insurance Trust Managed Health Care Program — JY, the Teacher shall contribute ten percent (10%) to the premium cost on pretax dollars.

10.2 The Board shall pay one hundred percent (100%) of the cost of dental insurance for each teacher employed by the school district. The payment shall be for single coverage. Teachers may select single, two (2) person, three (3) person or more coverage. The difference between the Board's contribution to provide the coverage for the individual employee and the coverage selected by an employee will be a payroll deduction from the appropriate payroll schedule.

10.3 The Board shall pay one hundred per cent (100%) of the cost of a \$10,000 term life policy for each teacher.

10.4 The above noted insurance coverage shall be available to all Teachers contracted for four-fifths (.80) or more. Those Teachers contracted for less than four-fifths (.80) time shall have these insurance benefits prorated according to the time contracted.

Article XI- SALARY AND SALARY SCHEDULE

Teachers will be paid according to the attached salary schedule (Appendix B) according to credited experience and education.

Article XII - NOTIFICATION

12.1 Any formal notice required to be given by one party to the other under terms of this contract will be delivered by registered or certified mail as conditions so warrant.

12.2 If given by the Board, said notice shall be sent to the President, Bridgewater Teachers Association, c/o Bridgewater Elementary School, and if given by the Association, said notice shall be sent to the Bridgewater Board of School Directors, c/o Superintendent of Schools.

12.3 Either party by written notice to the other may change the address at which future written notices to it shall be given.

Article XIII - RIGHTS OF BOARD

In recognition of the fact that the laws of the State of Vermont vest responsibility in the Board for the quality of education in, and the efficient and economical operation of the Bridgewater School District, it is herein agreed that except as specifically and directly rights and powers it has, or may hereinafter be granted by law, and may exercise such powers without such exercise being made the subject of a grievance or unfair labor practice charge, except as otherwise stated in the contract.

Article XIV- SEVERABILITY

If any section, subsection, provision, clause, or portion of this contract shall for any reason become invalid, or be deemed so by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such invalidity shall not affect the validity of the remaining portions thereof. The parties will not meet later than twenty (20) days after such finding for the purpose of renegotiating the provision or provisions affected.

Article XV- CONTRACT RENEWAL

The board of school directors shall offer a contract of employment to a teacher annually on or before April 1. Teachers in their first year of employment in the Bridgewater School District need not receive notice of intent not to give a contract until April 15. Notice of intent not to give a contract shall be in writing, and shall be delivered by registered or certified mail, or in person, and shall include a statement of the reason(s) why the teacher is not being re-employed. A teacher receiving a contract shall indicate acceptance of the offer by signing and returning the contract no later than April 20. Failure of a teacher to do so may at the option of the Board be accepted as conclusive evidence of non-acceptance of the offer, and in such instance the job shall be considered vacant. If negotiations have not been completed and a contract ratified by both the Board and the Association by April 15, each teacher who is to be offered a contract shall sign and return to the Superintendent by April 30, a "letter of intent" as set forth in Appendix A attached to and incorporated in this contract.

A reduction in force may take place in the event of a loss of operating funds, a decrease in enrollment requiring a decrease in staff, the return of a teacher from sabbatical leave, a reorganization of the District, a closing of the school, a loss of facilities or changes in program, curriculum, or approval standards. The Board agrees to notify the Association as early as possible following town meeting, but not later than April 15.-

The Association may, within ten (10) days of receipt of notice of staff reduction, request an opportunity to challenge the need of staff reduction in a meeting before the Board.

Seniority in the Bridgewater School District will be criterion for layoff.

In the event that a terminated teacher is unable to obtain other employment, The Board shall permit him to buy the current medical insurance for up to eighteen (18) months at the group rate which the school district pays provided this provision does not conflict with the insurance carrier's regulations.

Termination of a teacher shall be made only after a meeting between the teacher involved and the Principal as soon as possible, but in no event later than April 1, at which time the teacher will be notified in writing of the reason(s) therefore. The teacher may at his option have a representative of the Association present at such meeting.

The Board shall issue individual employment contracts pursuant to 16 V.S.A. section 1751

Article XVI- MISCELLANEOUS

16.1--If any provision of this agreement or any application thereof to any teacher or group of teachers is found to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

16.2--Except as other wise specifically provided in this Agreement, or otherwise specifically agreed to in writing between the parties, the determination of education policy, the operation and management of the school, and the control, supervision and direction of the staff are vested exclusively in the Board.

16.3--In the event the Board reassigns a teacher to a different position or classroom or the Board requires a teacher to work additional days beyond the contracted number of days, said teacher will be compensated at the per diem rate prevailing at the time the work is performed up to three (3) days. Any work in excess of three (3) days shall require the prior approval of the Board.

Article XVII- DURATION

The provisions of the Agreement will be effective as of **July 1, 2003**, and will continue and remain in full force and effect until **June 30, 2006**. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless either the Board or the Association gives written notice to the other not later than November 1, prior to the expiration date or any anniversary thereof of its desire to reopen this Agreement and to negotiate over terms of a successor Agreement.

IN WITNESS WHEREOF, the parties hereunto act their hands and seals this 24th day of October 2003.

BOARD OF EDUCATION

TEACHERS' ASSOCIATION

Dale Winkler

Owen L. ...

Cathy L. Urban, Pres. BVEA

Jamie Kidney Engberg

Theresa E. Redington